



DELAWARE DIVISION OF PARKS AND RECREATION
REQUEST FOR PROPOSAL
Agricultural Land Leases at White Clay Creek State Park and
Trap Pond State Park

CONTRACT NO. NAT16004_AGLEASE
Delaware State Park Agricultural Lands

March 4, 2016

- Deadline to Respond -
March 29, 2016
1:00 P.M., LOCAL TIME

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

ALL BIDDERS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Agricultural Land Leases at White Clay Creek State Park and Trap Pond State Park.

The request for proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. NAT16004_AGLEASE

- A. REQUEST FOR PROPOSAL
- B. GENERAL PROVISIONS
- C. AWARD AND EXECUTION OF LEASE
- D. DELAWARE DIVISION OF PARKS AND RECREATION SPECIFICATION AND LEASE REQUIREMENTS
- EXHIBIT 1-2 MAPS OF LAND AVAILABLE FOR LEASE
- EXHIBIT 2 – AGRICULTURAL LAND LEASE
- E. BIDDER BID SECTION
 - 1 –BIDDER BID FORM
 - 2 – NO BID REPLY FORM
 - 3 – NON-COLLUSION STATEMENT AND ACCEPTANCE
 - 4 – EXCEPTION FORM

In order for your proposal to be considered, the proposal bid section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by **March 29, 2016, 1:00 P.M. Local Time.**

Proposals shall be submitted to:
State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract No. NAT16004_AGLEASE
89 Kings Highway
Dover, DE 19901
Attn: Susan Risbon

Please review and follow the information and instructions contained in this Request for Proposal. Should you need additional information, please contact Susan Risbon (302) 739-9225 or Rebecca Lovin (302) 739-9206.

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Division of Parks and Recreation

SECTION A
REQUESTS FOR PROPOSALS

A. PROPOSAL INFORMATION

Sealed proposals for NAT16004_AGLEASE shall be received by the Delaware Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, until **March 29, 2016, 1:00 P.M. local time**, at which time proposals will be publicly opened and recorded.

The Delaware Division of Parks and Recreation (“**DIVISION**”) has reviewed the parcel’s current and intended future use and specifically determined that it is not “surplus real property” as defined by 29 *Del. C.* § 9402(d) and, therefore, DIVISION has determined that the parcel is outside the jurisdiction of the Commission on State Surplus Property.

NOTE TO BIDDERS: The **Non-Collusion Statement must be notarized and signed.**

The Agricultural Land Lease(s) (the “**Lease**”) may contain multiple tracts. Bids will only be accepted on Agricultural Land Leases, **not** individual tracts.

Prospective Bidders may bid on one or both Agricultural Land Leases for White Clay Creek State Park or Trap Pond State Park land tracts listed herein. **For Bidders bidding on multiple Leases, a separate Lease Bid Form must be submitted for each Lease.**

There may be current and existing Agricultural Land Leases at the Parks included herein, this Agricultural Land Lease Contract shall include only parcels listed in this Request for Proposal.

If you do not intend to submit a proposal, please return the “No Bid Reply Form.”

NOTE: Only the Bidder’s name will be read at the bid opening.

It is the goal of the Division to expedite award of this Contract as quickly as possible to allow awarded Bidder(s) to accommodate 2016 growing season.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Bidders are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Bidders	Friday, March 4, 2016
Written Questions Due No Later Than (NLT)	Tuesday, March 15, 2016
Written Answers Due/Posted to Website NLT	Friday, March 18, 2016
Proposals Due NLT	Tuesday, March 29, 2016
Public Proposal Opening	Tuesday, March 29, 2016
Lease Award	Will occur by April 15, 2016

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Division of Parks and Recreation

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, maps, drawings, or specifications, or any other aspect of this RFP must be received in writing by **March 15, 2016**. All questions will be answered in writing by **March 18, 2016** and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the Division of Parks and Recreation. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Bidder. Bidders should rely only on written statements issued by the RFP designated contact.

State of Delaware
Division of Parks and Recreation /OBS
89 Kings Highway
Dover, DE 19901
Attn: Susan Risbon or Rebecca Lovin
Susan.risbon@state.de.us or Rebecca.lovin@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the Division of Parks and Recreation designated contact regarding this RFP is expressly prohibited without prior consent. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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**SECTION B
GENERAL PROVISIONS**

A. FORMS

This Request for Proposal (the “RFP”) contains pre-printed forms for use by the Bidder in submitting a proposal. The forms contain basic information such as description of the land and have blank spaces for use by the Bidder for entering information such as experience in the area for which the land may be utilized, best management farming practices, proposed lease price and the bid security amount. **For Bidders bidding on multiple Leases, a separate Lease Bid Form must be submitted for each Lease.**

B. INTERPRETATION OF ESTIMATES

The attention of Bidders is called to the fact that, unless stated otherwise, the acreage referenced in this and all associated documents are estimates.

C. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the Bidder as well as the designation of the Lease. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All proposals must clearly display the bid number on the envelope.

Proposals shall be submitted to:

State of Delaware/DNREC

Division of Parks and Recreation/OBS Contract No. NAT16004_AGLEASE

89 Kings Highway

Dover, DE 19901

Attn: Susan Risbon

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

D. WITHDRAWAL OF PROPOSALS

A Bidder may withdraw his proposal unopened after it has been deposited, if such a request is made to the DIVISION prior to the time set for the opening of the proposal.

E. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the DIVISION. Bidders or their authorized representatives are invited to be present. At the time of opening, only the names of the Bidders will be announced.

F. LAWS TO BE OBSERVED

The Bidder is presumed to know and shall strictly comply with all National, State, County laws, and City or Town ordinances and regulations in any manner affecting the agricultural lease of land and conduct of the work

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performed on the lease lands. The Bidder shall indemnify and save harmless the State of Delaware, Division of Parks and Recreation and all officers, agents and employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

G. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Bidder at his own expense.

H. DOCUMENTS

Prospective Bidders should ensure they review all Request for Proposal documents for each separate agricultural lease. Documents include instructions, a map (Exhibit 1), an agricultural land lease (Exhibit 2), and a proposal reply form. Certain of these documents such as maps may necessarily be posted individual of one another. It is the responsibility of the Bidder to ensure he has reviewed all applicable documents.

I. EXAMINATION

Each Bidder should carefully examine the map(s) (Exhibit 1) and agricultural land lease (Exhibit 2). Bidders are encouraged to visit the land subject to lease to fully view existing conditions that may affect the performance of the Bidders under the lease. The successful Bidder, after executing a lease, shall in no way be relieved of any obligation under the lease due to a failure to fully examine the lease or to visit the land subject to the lease.

J. FORM OF BID

Proposals shall include proposal documents listed in Section E enclosed herein to ensure all required documents are included in their bid response. Submit proposed lease amounts on a yearly and per acre basis. Sign and print name as noted. Bidders shall fill out Bid Form 1 in its entirety.

K. SIGNING BIDS

If the Bidder is an individual, the proposal reply form shall be signed by the individual, under his/her name. If the Bidder is a partnership, the proposal bid form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, the proposal bid form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed.

L. BID SECURITY

Each proposal must be accompanied by a certified check made out to Delaware Division of Parks and Recreation for twenty five percent (25%) of EACH proposed annual lease fee (Trap Pond and White Clay Creek lease lands under this proposal are **separate** leased sites), serving as Bid Security deposit ("Bid Security"). For a successful proposal, the Bid Security shall be applied to the first year annual lease fee upon execution of the agricultural lease. The remaining balance of seventy five percent (75%) shall be due on or before **Friday, April 29, 2016**. For an unsuccessful proposal, the Bid Security shall be returned to the Bidder no later than thirty (30) calendar days after the opening of proposals. **Bidders bidding on multiple leases listed herein shall submit multiple bid security as applicable.**

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M. PROPOSAL SUBMITTAL

The Bidder shall assume full responsibility for timely delivery of all submitted proposals. Oral, email, fax or telephone proposals are not allowed. Each proposal shall be submitted in a sealed envelope marked Proposal Enclosed, labeled with the contract number, Bidder's name and the bid opening date and time. Proposals submitted by mail shall be enclosed in an outer envelope marked with Proposal Enclosed and sent to:

Proposals shall be submitted to:
State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract No. NAT16004_AGLEASE
89 Kings Highway
Dover, DE 19901
Attn: Susan Risbon

N. ACCEPTANCE OF PROPOSALS

The Division of Parks and Recreation reserves the right to waive technicalities, to reject any and all proposals, to advertise for new proposals, to proceed to deal with the land otherwise, or to abandon the execution of an agricultural lease, if the best interest of the State will be promoted thereby. The Division of Parks and Recreation shall award an agricultural land lease to the best bid proposal. The successful Bidder shall be notified on or before April 15, 2016.

O. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the bidder's proposal will be deemed confidential during the evaluation process. Bidder proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any bidder's information to a competing bidder prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100 (FIOA). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidder(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Bidder(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Bidder's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

P. CONTACT INFORMATION FOR THE DIVISION

Susan Risbon 302-739-9225 Susan.risbon@state.de.us
Rebecca Lovin 302-739-9206 Rebecca.lovin@state.de.us

Q. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this Request for Proposal by completing Form 4 (the "Exceptions Form"). DIVISION shall evaluate each exception according to the intent of the terms and conditions contained herein, but the DIVISION must reject exceptions that do not conform to State law and/or create inequality in the treatment of Bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the proposal opening. Non-conforming exceptions taken in the body of a Bidders proposal will be rejected.

R. PROPOSAL / LEASE EXECUTION

Both the non-collusion statement that is enclosed with this Request for Proposal in Section E and the Agriculture Land Lease delivered to the successful Bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal Lease with the Division of Parks and Recreation. The successful Bidder(s) shall submit their **W-9** with the executed Lease form **and** complete a W-9 Form by visiting the State of Delaware, Division of Accounting's Website: <http://accounting.delaware.gov>.

S. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of a proposal:

1. More than one proposal for the same Lease from an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among Bidders.
3. Unsatisfactory performance record as evidenced by past experience.
4. Any unauthorized additions, interlineations, conditional or alternate proposals or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
5. Any suspension or debarment of the parent company, subsidiary or individual involved with the bidder by federal, any state or any local governments within the last five (5) years.

T. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Division of Parks and Recreation

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Agency shall be final and binding.

U. RESPONSIVENESS AND RESPONSIBILITY OF BIDDER

The Division of Parks and Recreation shall award contract(s) to the most responsible and responsive Bidder(s) who best meet the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for one or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. It is otherwise not advantageous to the State.
2. Bidders whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of Bidders. -- It shall be determined whether a Bidder is responsible before awarding a contract. Factors to be considered in determining if a Bidder is responsible include:
 - a. The Bidder 's financial, physical, personnel or other resources, including subcontracts;
 - b. The Bidder 's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the Bidder is qualified legally to contract with the State;
 - e. Whether the Bidder supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish.
4. If a Bidder is determined to be non-responsible, the Bidder shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Bidder. All Bidders will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

V. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware, Division of Parks and Recreation.

The Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than cost benefits.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

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- Request modification to proposals from any or all Bidders during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Bidder and negotiate with more than one Bidder at the same time.
- Select more than one Bidder pursuant to 29 Del. C. §6926. Such selection will be based on the needs of each individual park.

The Division of Parks and Recreation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or grouping, whichever may be most advantageous to the State of Delaware.

W. REQUIREMENTS OF THE BIDDER

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

1. Agriculture Land Lease Bid Form
2. Non-Collusion Statement
3. Exception Form
4. Brief description of experience relative to the conditions of this Request for Proposal
5. Assertion of ability to meet the conditions of the lease provided in Exhibit 2
6. Copy of Insurance Certificate showing proof of insurance
7. Bid Security Deposit
8. The Bidder's use of land and any services that are provided by Agricultural Businesses which are certified for Best Management Practices(BMP), Good Food Handling Practices(GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.

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SECTION C

AWARD AND EXECUTION OF LEASE

A. EVALUATION OF PROPOSALS

1. Proposals will be evaluated on the following basis:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	The proposer's ability to meet the conditions of this Request for Proposal and resulting lease. Knowledge and experience farming leased land.	20%	20
2.	The Bidder's use of land and any services that are provided by Agricultural Businesses which are certified for Best Management Practices(BMP), Good Food Handling Practices(GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.	10%	10
3.	Monetary per acre bid.	60%	10
4.	Additional services provided for leased property.	10%	60
	TOTAL SCORE	100%	100

2. The right is reserved to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new proposals, to no longer lease the land, if in the judgment of the DIVISION or its agent, the best interest of the State of Delaware will be promoted thereby.

B. AWARD OF LEASE

The DIVISION shall award an agricultural land lease to the best Bidder. The successful Bidder shall be notified by April 15, 2016.

C. EXECUTION OF LEASE

The successful Bidder to whom the award is made shall execute a formal Lease with the DIVISION by April 29, 2016. If such Lease is not executed within this timeframe, then the successful Bidder's Bid Security is immediately forfeited as liquidated damages. The Lease would then be offered to the next best proposal or re-advertised, subject to the discretion of DIVISION.

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SECTION D

**SPECIFICATIONS AND LEASE REQUIREMENTS
FOR LEASING AGRICULTURAL LANDS WITH THE STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION (DIVISION)**

The DIVISION will lease agricultural lands known as land in and around White Clay Creek State Park (referred to as the Big Pond Tract) located in New Castle County, State of Delaware with tract numbers: NF-4B, NF-5, NF-6, SF-1A, SF-1B, BP-1, BP-2, BP-3, BP-4 and BP-5; parcel numbers; 0803400002, 0803400003, 0803400021, 0803400022, 0803400022, 0803400024, 0803400025, 0803400027, 0803400031, 0803400032;

and

Trap Pond State Park, Parcel numbers: 232-19.00-22.00, 232-19.00-17.00 located on the south side of Delaware route 24 according to Sussex County Tax records and more specifically located on the attached map, herein after referred to as the Leased Lands ("Leased Lands"), subject to the following:

A. TERM OF LEASE

The term of this Lease will begin on May 1, 2016 and terminate on December 31, 2023 without notice of such termination.

B. ACREAGE

Fields that are designated and offered for lease by the Division of Parks and Recreation are approximately the acreage listed herein for each location. The DIVISION does not guarantee the exact acres of the land for lease.

C. LAND USAGE

The land covered under the lease(s) is to be used for the agricultural purposes (e.g. crops and hay) as noted on the map(s) and for no other purposes. TENANT covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures. Failure to do so will be cause for immediate termination of the lease.

D. RENTAL FEE:

TENANT shall pay DIVISION an annual rental fee as agreed in this Contract for each lease. The annual rental fee is based on a Dollars (\$) per acre charge for approximate acres listed in this Request for Proposal. DIVISION does not guarantee the exact total acreage of leased land. Rental fees shall be paid to DIVISION on or before January 1st for that lease year. Failure to make timely payments shall be a condition to cancel the lease at any time.

E. ASSIGNMENT / SUBLETTING OF LEASE

TENANT shall not assign any interest in a lease without the prior written consent of the DIVISION.

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TENANT shall not sublease any part of the leased land.

F. SECURITY

TENANT covenants and agrees that he will in no way interfere with the security of the DIVISION or in the DIVISION's ability to carry out the Park(s) mission.

G. SECURITY INTEREST:

TENANT hereby grants to DIVISION a security interest in the agricultural commodities grown by TENANT on the leased land during the term of this Lease, whether such crops are standing, grown, in storage or in transit, and in any proceeds from the sale, exchange, transfer or other disposition of the collateral or proceeds, to ensure the performance by TENANT under all agreements with DIVISION, as well as payment of any and all sums now, heretofore and hereafter owing to DIVISION by TENANT as a result of TENANT entering into this Lease with DIVISION.

H. USE OF LEASED LAND:

The leased land may be used for producing agricultural commodities, including, but not limited to, grain, vegetable and forage crops and pasture. TENANT agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment and further agrees to the following:

1. DIVISION reserves the right to cancel this lease on or before January 31 of each year by written notice, given at least sixty (60) calendar days prior to January 31 for non-performance of the contract.
2. TENANT shall enter into a Conservation Plan for the leased land with the Natural Resources Conservation Service. The Plan shall contain instructions for management of soil fertility, nutrients, erosion control, agricultural chemicals, integrated pest management, and wildlife concerns. The plan shall follow all appropriate state regulations. A copy of the plan shall be submitted to the DIVISION prior to the end of the first year of the lease term.
3. TENANT shall enter into a Nutrient Management Plan for the leased land with the Delaware Department of Agriculture. A copy of the plan shall be submitted to the DIVISION prior to the end of the first year of the lease term.
4. TENANT shall use all reasonable precautions to avoid the establishment of any noxious weeds, including Johnson grass, Canada thistle, bur cucumber, giant ragweed, Texas panicum, Palmer amaranth, and any additional noxious weeds as specified under Delaware State Law. If TENANT fails to control said vegetation, then DIVISION may terminate this Lease and may contract with an independent Bidder to apply appropriate control measures to eradicate said noxious weeds and the cost of such measures shall be the responsibility of the TENANT.
5. TENANT shall submit to DIVISION, upon request, a list of all agricultural pesticides, herbicides and other chemical sprays to be used on the leased land. All such products shall meet Federal and State standards and, if required, be applied by certified applicators in the appropriate manner and rate as per label instructions. Violation of Federal, State pesticide, herbicide or other chemical spray laws, rules and regulations shall be a condition to cancel the Lease. DIVISION reserves the right to prohibit the use of

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certain agricultural chemicals, including, but not limited to, fertilizers, herbicides, and pesticides on the leased land. TENANT shall be required to notify the Park Superintendent specifically responsible for the leased land within 48 hours prior to any spraying on leased land. The use of carbofuran (Furadan) in liquid or granular form is prohibited on DIVISION lands.

6. Any DIVISION leased lands designated as hay fields shall not be cut prior to July 1st for each growing season.
7. Dumping, depositing, abandoning, discharging, releasing, or storing of any gaseous, liquid or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water is prohibited, except as permitted by law.
8. Excavation, digging, removing, or selling of loam, peat, gravel, soil, rock, sand, or any similar material by the TENANT is prohibited. Cover crops are required on DIVISION leased lands. Refer to cover crop requirements included herein.
9. TENANT shall submit to DIVISION, upon request, an annual harvest report indicating type and amount of agricultural commodity harvested from the leased land. Harvest report shall be furnished to the Division prior to January 1st annually.
10. TENANT may be permitted to participate in Farm Service Agency or similar agricultural assistance programs. Participation in these programs is subject to the written approval of DIVISION.
11. TENANT shall not construct or install any structures on the leased land without prior written approval of DIVISION.
12. TENANT may place a well on leased land with prior written approval of DIVISION. Such well would be a fixture to the land and becomes property of DIVISION upon termination of the lease. TENANT waives and releases all claims and rights against DIVISION with respect to the costs of installing and/or operating such well, the soundness of new or existing wells, and water quantity and quality associated with such wells.
13. TENANT may install an irrigation system on leased land with prior written approval of DIVISION. All aboveground pipes, pumps, power units, wheeled irrigation units and any other related equipment is property of TENANT. Upon termination of lease TENANT shall remove such property, subject to a removal plan approved by DIVISION, or convey such property to the succeeding TENANT. TENANT waives and releases all claims and rights against DIVISION with respect to the costs of installing and/or operating such irrigation system.
14. DIVISION is not responsible for wildlife damages to agricultural commodities on the leased land.
15. All hunting and trapping rights and privileges and all land use except agricultural leased rights are reserved by DIVISION.
16. TENANT shall use products and/or services that are provided by Agricultural Businesses which are certified for Best Management Practices (BMP), Good Food Handling Practices (GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.

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I. RESERVED RIGHTS:

DIVISION reserves the following rights related to the leased land:

1. Reserves the right to grant easements and rights of way across or upon the leased land. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
2. Reserves the right to create pathways, buffer strips, and hedgerows or to divert land for other **DIVISION** uses. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
3. Reserves the right of ingress and egress onto and over the leased land for inspection purposes, for enforcement of all laws, rules and regulations of **DIVISION** and for any other lawful purpose.

J. LIMITATION ON PUBLIC ACCESS:

DIVISION shall coordinate with **TENANT** on any public use of the leased land in order to not negatively impact normal farming operations.

K. HOLD HARMLESS:

TENANT agrees to exercise the rights herein granted at its own risk fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the leased land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.

L. DAMAGES TO PROPERTY:

TENANT agrees to be solely responsible for any and all injury, loss or damage to **TENANT'S** person, crops, equipment, and property or to equipment and property of others which may be placed on the leased land at **TENANT'S** request, and **TENANT** waives and releases any and all claims or rights against **DEPARTMENT** with respect thereto.

M. INSURANCE:

TENANT shall be insured against liability resulting from any agricultural practice or presence upon the leased land.

N. ASSIGNMENT, INSOLVENCY OR BANKRUPTCY:

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of **TENANT** or (b) a general assignment by **TENANT** for the benefit of creditors or (c) any action taken or suffered by **TENANT** under any insolvency or bankruptcy act shall constitute a breach of this Lease by **TENANT** and cause this Lease to terminate immediately.

O. TERMINATION FOR CAUSE:

TENANT agrees that if it fails to observe or perform any of the conditions or covenants on its part to be

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observed or performed, or if TENANT knowingly permits any unlawful acts to be carried out upon the leased land, then DIVISION shall have the right to terminate the Lease and to re-enter and repossess the leased land in the manner provided for by the laws of the State of Delaware. If DIVISION terminates this Lease while TENANT has crops growing in the fields, DIVISION agrees not to take possession of the leased land until after TENANT has harvested the crop during the normal harvest period or, at DIVISION'S option, DIVISION will reimburse TENANT at the fair market value for crops destroyed. TENANT may terminate this Lease by giving DIVISION ninety (90) calendar days' notice in writing. TENANT shall yield peaceable possession of the leased land at the termination of the Lease.

P. TERMINATION FOR CONVENIENCE:

The Lease shall remain in effect for the time period specified unless the Lease is terminated by DIVISION. DIVISION may terminate the Lease at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) calendar days before the effective date of termination.

Q. NOTICES:

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally, sent via email with confirmation receipt or sent by first class mail, postage prepaid and addressed as per the Lease. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.

R. WAIVER OF BREACH:

The waiver or acceptance by DIVISION of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DIVISION shall not be deemed to be a waiver or acceptance of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of TENANT to pay the particular rental fee so accepted, regardless of DIVISION'S knowledge of such preceding breach at the time of acceptance of such rental fee.

S. LEGAL COSTS AND EXPENSES:

TENANT shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.

T. RULES AND REGULATIONS:

The rules and regulations contained in this Lease, as well as such reasonable rules and regulations as may be hereafter adopted by DIVISION for the safety, care and protection of its leased lands and the preservation of good order thereon, are hereby expressly made a part hereof, and TENANT agrees to adhere to all such rules and regulations, after notice of same.

U. REMEDIES:

It is understood and agreed that the remedies herein given to DIVISION shall be cumulative, and the

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exercise of any one remedy by DIVISION shall not be to the exclusion of any other remedy.

V. BINDING AGREEMENT:

The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Lease shall not be interpreted as a waiver of the sovereign immunity of DIVISION.

W. TIME:

Time is of the essence of this Lease.

X. LAW:

This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.

Y. ENTIRE CONTRACT:

This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Lease. There are no representations or warranties, either oral or written, except those contained in this Lease. This Lease may be modified only by an amendment in writing signed by both Parties.

Z. SEVERABILITY:

If any portion of this Lease shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this Lease shall remain in full force and effect as if it had been executed with the invalid portion omitted.

AA. SPECIAL PROVISIONS:

Cover Crop Requirements

1. The purpose of the cover crop program is to protect and control soil, water and nutrient resources on the leased land. All leased land is required to have a cover crop based on the following conditions.
2. Eligible species of cover crop are rye, wheat, barley, and spring oats.
3. Early planting is defined as cover crops planted by October 1st.
4. Normal planting is defined as cover crops planted by October 15th.
5. All seed purchased for cover crops should be tested and properly labeled in accordance with Delaware Seed Law and Regulations.
6. If homegrown seed is used, it should be tested prior to planting for purity, germination, and noxious weeds by either the Maryland or Delaware State Seed Laboratory.

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7. Cover crops shall be established and actively growing before the expected period(s) of nutrient leaching. No fall application of commercial fertilizers (N and P) or manure is allowed prior to planting the cover crop. No winter application of commercial fertilizer or manure is allowed. Spring application of manure can resume after March 1st in Sussex County and March 15th in Kent and New Castle Counties.
8. TENANT shall maintain a winter cover crop on all tillable acres, unless specifically exempted in writing by DIVISION.
9. If TENANT plans on harvesting the cover crop for grain, then TENANT can apply fertilizer or manure after March 1st.
10. If TENANT plans on planting early peas, then TENANT may destroy the cover crop after February 15th and fertilizer and manure can be applied after such date.
11. TENANT may destroy cover crops by applying an herbicide, by plowing the crop under or by green chopping for on-farm use, only after March 15th.
12. There will be a minimum of a 5% spot check of cover crop acres in the spring after removal of the cover crop.

As-Is Equipment at Trap Pond

Pivot irrigation is included in the Trap Pond land lease in “As-Is” condition. Any requirement for maintenance or replacement of the pivot irrigation shall be the responsibility of the TENANT. In the event that the pivot irrigation is determined to be at the end of its operating life cycle, it shall be the responsibility of the TENANT for removal, disposal and replacement. Any replacement equipment shall be property of the TENANT and shall be removed promptly at the end of the Lease Term as is consistent with Section D Paragraph H, Item (13) of the Request for Proposal.

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Exhibit 1 with Attached Maps

Delaware State Parks Agricultural Land Leases at White Clay Creek State Park and Trap Pond State Park

PARK NAME	AGRICULTURE LEASE NUMBER	ACREAGE	Parcel/Map ID	Hay/Crop
White Clay Creek State Park	WCCSP-01-2016	22.08	0803400002/NF-6	Hay
		6.43	0803400003/NF-5	Hay
		5.45	08035000031/NF-4B	Hay
		35.5	0803500025/SF-1B	Hay
		26.5	0803500032/SF-1A	Hay
		20.03	0804000054/WN-5	Hay
		9.53	0804100030/WN-4	Hay
		34.64	0804100030/WN-4	Crop
		27.9	0804700097/WN-3	Crop
		19.84	0804100028/WN-1	Hay
		25.19	0804100028/WN-1	Crop
		42.46	0804100027/0803500024	Hay
			BP-1* and BP-2	
		10.52	0803500023/BP-3	Hay
Trap Pond State Park	TPSP-01-2016	33.91	0803500022	Hay
		12.97	08035000021	Hay
		81.33	232-19.00-22.00 232-19.00-17.00 232-19.00-17.00	Crop

*The DIVISION has agreements with a local flying club for non-motorized and minor-motor small craft club flying at BP-1. Awarded Bidder must coordinate Agricultural activities with club events and ensure that all activity around the area noted on the map included herein is cautious during events or activities where patrons of the club or park are present. The White Clay Creek State Park Superintendent shall be the point of contact for coordination.

Bidders bidding on both Park Leases must submit separate Agricultural Land Lease Bid Forms!!!

Property Maps for each Site are attached in this Exhibit as follows:

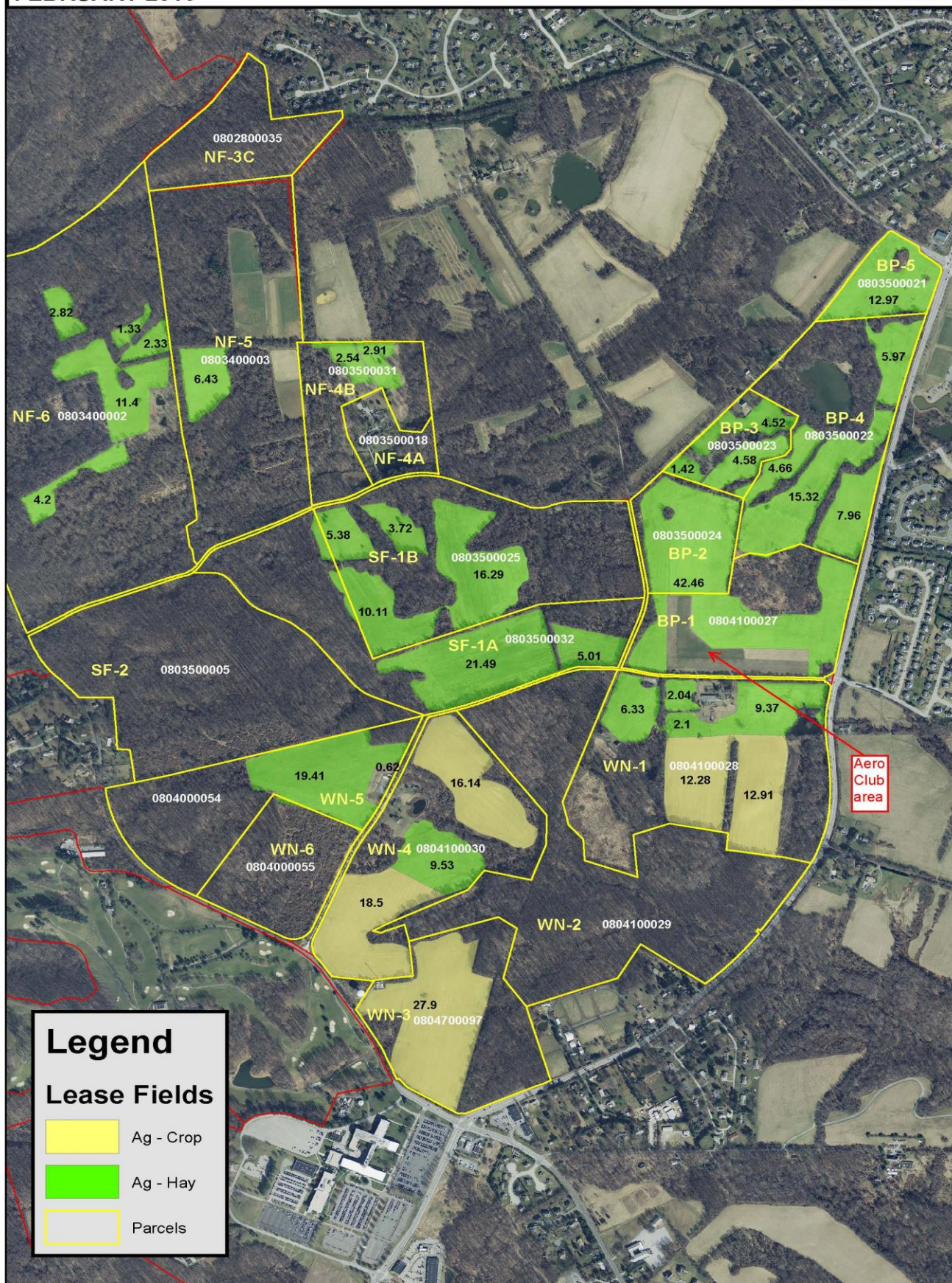
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WCCSP-01-2016

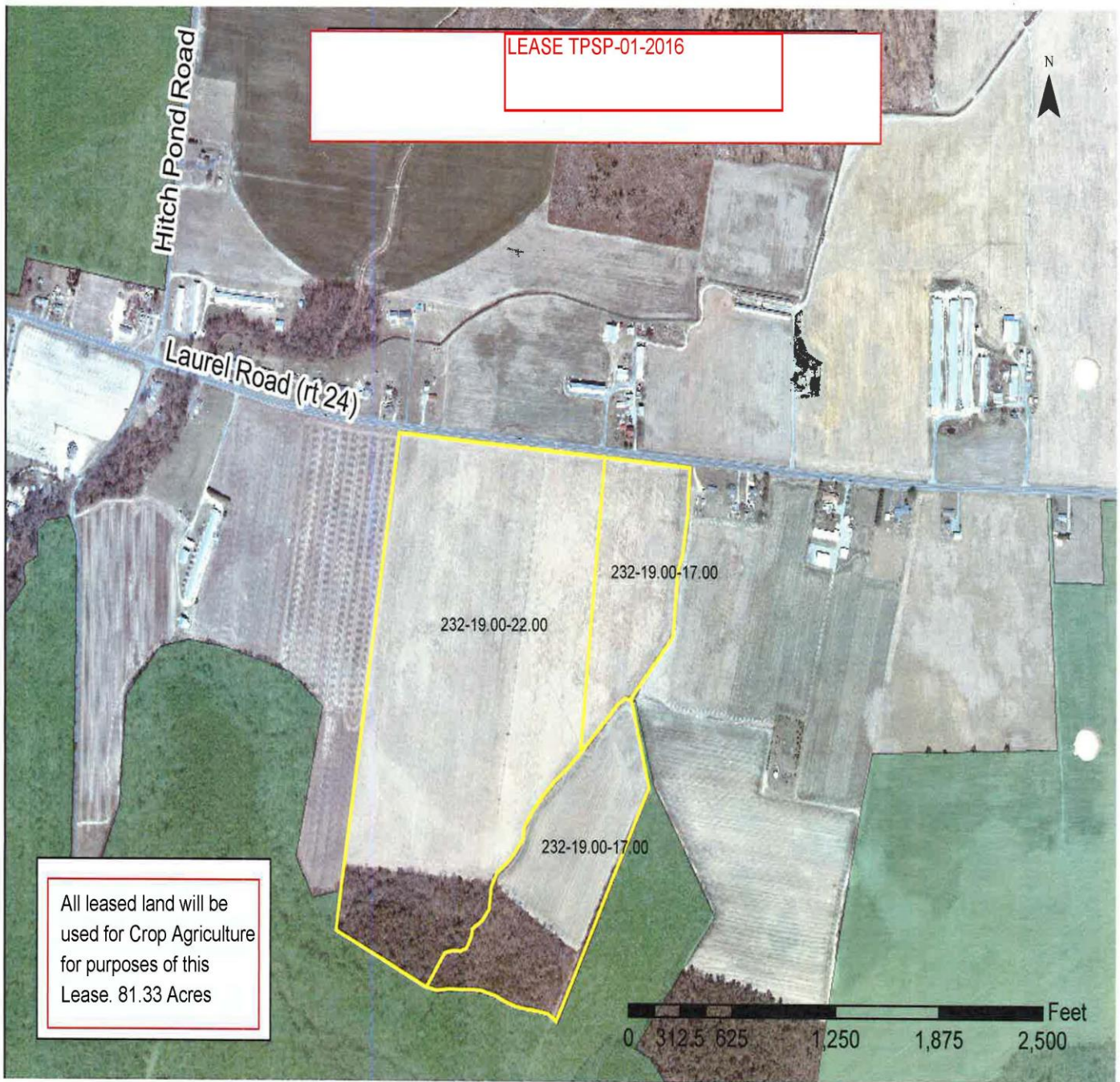
FEBRUARY 2016

EXHIBIT A

2012 Aerial Photo



STATE OF DELAWARE
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Exhibit 2

(To be completed for Award of Contract, for purposes of this RFP, this is a sample)

LEASE # NAT16004_AGLEASE

AGRICULTURAL LANDS

AT

[identify location of subject property]

THIS LEASE, made and entered into this XX day of [insert month and year], by and between the State of Delaware, Division of Parks and Recreation, Party of the First Part, hereinafter referred to as "DIVISION,"

AND

(Tenant), of (Tenant Address), Party of the Second Part, hereinafter referred to as "TENANT."

WITNESSETH, for and in consideration of the covenants and promises hereinafter contained and the payment of rentals as herein set forth, DEPARTMENT leases and rents TENANT and TENANT leases and rents from DEPARTMENT, all that certain cleared tracts of land situate in _____

_____ to the _____ Tax Records and more specifically located on the attached map, hereinafter referred to as "leased land".

1. **PARTIES.**

The name and address of the Parties are:

DEPARTMENT: Department of Natural Resources and Environmental Control
89 Kings Highway
Dover, DE 19901

TENANT: (Tenant Address & Phone No.)

2. **TERM OF LEASE.**

The term of this Lease shall begin on May 1, 2016 and terminate on December 31, 2023, without notice of such termination.

3. **LAND USAGE:**

The Land covered under this lease is to be used for the specific agricultural purposes as noted on the map and for no other purposes. Tenant covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures. Failures to do so will be cause for immediate termination of the lease.

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4. **RENTAL FEE.**

TENANT shall pay DIVISION an annual rental fee of (amount) Dollars (\$). The annual rental fee is based on (amount) Dollars (\$) per acre charge for approximately [insert number of acres] acres. DIVISION does not guarantee the exact total acreage of leased land. Rental fees shall be paid to DIVISION on or before January 1st for that lease year. Failure to pay lease rental fee timely may result in lease termination.

5. **ASSIGNMENT OF LEASE:**

TENANT shall not assign any interest in this lease without prior written consent of the DIVISION. TENANT shall not sublease any part of the leased land.

6. **SECURITY:**

TENANT covenants and agrees that he will in no way interfere with the security of the Institution or in the DIVISION's ability to carry out its mission.

7. **SECURITY INTEREST:**

TENANT hereby grants to DIVISION a security interest in the agricultural commodities grown by TENANT on the leased land during the term of this Lease, whether such crops are standing, grown, in storage or in transit, and in any proceeds from the sale, exchange, transfer or other disposition of the collateral or proceeds, to ensure the performance by TENANT under all agreements with DIVISION, as well as payment of any and all sums now, heretofore and hereafter owing to DIVISION by TENANT as a result of TENANT entering into this Lease with DIVISION.

8. **USE OF LEASED LAND:**

The leased land may be used for producing agricultural commodities, including, but not limited to, grain, vegetable and forage crops and pasture. TENANT agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment and further agrees to the following:

- a) DIVISION reserves the right to cancel this lease on or before January 31 of each year by written notice, given at least sixty (60) calendar days prior to January 31 for non-performance of the contract.
- b) TENANT shall enter into a Conservation Plan (the “**Conservation Plan**”) for the leased land with the Natural Resources Conservation Service. The Plan shall contain instructions for management of soil fertility, nutrients, erosion control, agricultural chemicals, integrated pest management, and wildlife concerns. The Conservation Plan shall follow all appropriate state regulations. A copy of the Conservation Plan shall be submitted to the DIVISION prior to the end of the first year of the lease term.
- c) TENANT shall enter into a Nutrient Management Plan (the “**Nutrient Management Plan**”) for the leased land with the Delaware Department of Agriculture. A copy of the Nutrient Management plan shall be submitted to the DIVISION prior to the end of the first year of the lease term.

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- d) TENANT shall use all reasonable precautions to avoid the establishment of any noxious weeds, including Johnson grass, Canada thistle, bur cucumber, giant ragweed, Texas panicum, Palmer amaranth, and any additional noxious weeds as specified under Delaware State Law. If TENANT fails to control said vegetation, then DIVISION may terminate this Lease and may contract with an independent vendor to apply appropriate control measures to eradicate said noxious weeds and the cost of such measures shall be the responsibility of the TENANT.
- e) TENANT shall submit to DIVISION, upon request, a list of all agricultural pesticides, herbicides and other chemical sprays to be used on the leased land. All such products shall meet Federal and State standards and, if required, be applied by certified applicators in the appropriate manner and rate as per label instructions. Violation of Federal, State pesticide, herbicide or other chemical spray laws, rules and regulations shall be a condition to cancel the Lease. DIVISION reserves the right to prohibit the use of certain agricultural chemicals, including, but not limited to, fertilizers, herbicides, and pesticides on the leased land. TENANT shall be required to notify the Park Superintendent specifically responsible for the leased land within forty-eight (48) hours prior to any spraying on leased land. The use of carbofuran (Furadan) in liquid or granular form is prohibited on DIVISION lands.
- f) Any DIVISION leased lands designated as hay fields shall not be cut prior to July 1st for each growing season.
- g) Dumping, depositing, abandoning, discharging, releasing, or storing of any gaseous, liquid or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water is prohibited, except as permitted by law.
- h) Excavation, digging, removing, or selling of loam, peat, gravel, soil, rock, sand, or any similar material by the TENANT is prohibited. Cover crops are required on DIVISION leased lands. Refer to the cover crop requirements included herein.
- i) TENANT shall submit to DIVISION an annual harvest report indicating type and amount of agricultural commodity harvested from the leased land. Harvest report shall be furnished to the DIVISION prior to January 1st annually.
- j) TENANT may be permitted to participate in Farm Service Agency ("FSA") or similar agricultural assistance programs. Participation in these programs is subject to the written approval of DIVISION.
- k) TENANT shall not construct or install any structures on the leased land without prior written approval of DIVISION.
- l) TENANT may place a well on leased land with prior written approval of DIVISION. Such well would be a fixture to the land and becomes property of DIVISION upon termination of the lease. TENANT waives and releases all claims and rights against DIVISION with respect to the costs of installing and/or operating such well, the soundness of new or existing wells, and water quantity and quality associated with such wells.

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- m) TENANT may install an irrigation system on leased land with prior written approval of DIVISION. All aboveground pipes, pumps, power units, wheeled irrigation units and any other related equipment is property of TENANT. Upon termination of the Lease, TENANT shall remove such property, subject to a removal plan approved by DIVISION, or convey such property to the succeeding TENANT. TENANT waives and releases all claims and rights against DIVISION with respect to the costs of installing and/or operating such irrigation system.
- n) DIVISION is not responsible for wildlife damages to agricultural commodities on the leased land.
- o) All hunting and trapping rights and privileges and all land use except agricultural leased rights are reserved by DIVISION.
- p) TENANT shall use products and/or services that are provided by Agricultural Businesses which are certified for Best Management Practices (BMP), Good Food Handling Practices (GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.

9. **RESERVED RIGHTS:**

DIVISION reserves the following rights related to the leased land:

- a) Reserves the right to grant easements and rights of way across or upon the leased land. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
- b) Reserves the right to create pathways, buffer strips, and hedgerows or to divert land for other DIVISION uses. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
- c) Reserves the right of ingress and egress onto and over the leased land for inspection purposes, for enforcement of all laws, rules and regulations of DIVISION and for any other lawful purpose.

10. **LIMITATION ON PUBLIC ACCESS:**

DIVISION shall coordinate with TENANT on any public use of the leased land in order to not negatively impact normal farming operations.

11. **HOLD HARMLESS:**

TENANT agrees to exercise the rights herein granted at its own risk fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the leased land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.

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12. **DAMAGES TO PROPERTY:**

TENANT agrees to be solely responsible for any and all injury, loss or damage to TENANT'S person, crops, equipment, and property or to equipment and property of others which may be placed on the leased land at TENANT's request, and TENANT waives and releases any and all claims or rights against DIVISION with respect thereto.

13. **INSURANCE:**

TENANT shall be insured against liability resulting from any agricultural practice or presence upon the leased land.

14. **ASSIGNMENT, INSOLVENCY OR BANKRUPTCY:**

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of TENANT or (b) a general assignment by TENANT for the benefit of creditors or (c) any action taken or suffered by TENANT under any insolvency or bankruptcy act shall constitute a breach of this Lease by TENANT and cause this Lease to terminate immediately.

15. **TERMINATION FOR CAUSE:**

TENANT agrees that if it fails to observe or perform any of the conditions or covenants on its part to be observed or performed, or if TENANT knowingly permits any unlawful acts to be carried out upon the leased land, then DIVISION shall have the right to terminate the Lease and to re-enter and repossess the leased land in the manner provided for by the laws of the State of Delaware. If DIVISION terminates this Lease while TENANT has crops growing in the fields, DIVISION agrees not to take possession of the leased land until after TENANT has harvested the crop during the normal harvest period or, at DIVISION'S option, DIVISION will reimburse TENANT at the fair market value for crops destroyed. TENANT may terminate this Lease by giving DIVISION ninety (90) calendar days' notice in writing. TENANT shall yield peaceable possession of the leased land at the termination of the Lease.

16. **TERMINATION FOR CONVENIENCE:**

Leases shall remain in effect for the time period and quantity specified unless the Lease is terminated by the DIVISION. The DIVISION may terminate the Lease at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) calendar days before the effective date of termination.

17. **NOTICES:**

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per the Lease. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.

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18. **WAIVER OF BREACH:**

The waiver or acceptance by DIVISION of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DIVISION shall not be deemed to be a waiver or acceptance of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of TENANT to pay the particular rental fee so accepted, regardless of DIVISION'S knowledge of such preceding breach at the time of acceptance of such rental fee.

19. **LEGAL COSTS AND EXPENSES:**

TENANT shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.

20. **RULES AND REGULATIONS:**

The rules and regulations contained in this Lease, as well as such reasonable rules and regulations as may be hereafter adopted by DIVISION for the safety, care and protection of its leased lands and the preservation of good order thereon, are hereby expressly made a part hereof, and TENANT agrees to adhere to all such rules and regulations, after notice of same.

21. **REMEDIES:**

It is understood and agreed that the remedies herein given to DIVISION shall be cumulative, and the exercise of any one remedy by DIVISION shall not be to the exclusion of any other remedy.

22. **BINDING AGREEMENT:**

The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Lease shall not be interpreted as a waiver of the sovereign immunity of DIVISION.

23. **TIME:**

Time is of the essence of this Lease.

25. **LAW:**

This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.

24. **ENTIRE CONTRACT:**

This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Lease. There

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are no representations or warranties, either oral or written, except those contained in this Lease. This Lease may be modified only by an amendment in writing signed by both Parties.

25. **SEVERABILITY:**

If any portion of this Lease shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this Lease shall remain in full force and effect as if it had been executed with the invalid portion omitted.

26. **SPECIAL PROVISIONS/COVER CROP REQUIREMENTS:**

- a) The purpose of the cover crop program is to protect and control soil, water and nutrient resources on the leased land. All leased land is required to have a cover crop based on the following conditions.
- b) Eligible species of cover crop are rye, wheat, barley, and spring oats.
- c) Early planting is defined as cover crops planted by October 1st.
- d) Normal planting is defined as cover crops planted by October 15th.
- e) All seed purchased for cover crops should be tested and properly labeled in accordance with Delaware Seed Law and Regulations.
- f) If homegrown seed is used, it should be tested prior to planting for purity, germination, and noxious weeds by either the Maryland or Delaware State Seed Laboratory.
- g) Cover crops shall be established and actively growing before the expected period(s) of nutrient leaching. No fall application of commercial fertilizers (N and P) or manure is allowed prior to planting the cover crop. No winter application of commercial fertilizer or manure is allowed. Spring application of manure can resume after March 1st in Sussex County and March 15th in Kent and New Castle Counties.
- h) TENANT shall maintain a winter cover crop on all tillable acres, unless specifically exempted in writing by DIVISION.
- i) If TENANT plans on harvesting the cover crop for grain, then TENANT can apply fertilizer or manure after March 1st.
- j) If TENANT plans on planting early peas, then TENANT may destroy the cover crop after February 15th and fertilizer and manure can be applied after such date.
- k) TENANT may destroy cover crops by applying an herbicide, by plowing the crop under or by green chopping for on-farm use, only after March 15th.
- l) There will be a minimum of a 5% spot check of cover crop acres in the spring after removal of the cover crop.

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Department of Natural Resources and Environmental Control
Division of Parks and Recreation

27. AS-IS EQUIPMENT AT TRAP POND

Pivot irrigation is included in the Trap Pond land lease in “As-Is” condition. Any requirement for maintenance or replacement of the pivot irrigation shall be the responsibility of the TENANT. In the event that the pivot irrigation is determined to be at the end of its operating life cycle, it shall be the responsibility of the TENANT for removal, disposal and replacement. Any replacement equipment shall be property of the TENANT and shall be removed promptly at the end of the Lease Term as is consistent with Section 8, Item (m) of this Lease.

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STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the day and year above written.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Witness

By: _____
David S. Small
Secretary
Department of Natural Resources and Environmental Control

Witness

By: _____
Raymond E. Bivens
Director
Delaware Division of Parks and Recreation

Witness

By: _____
Name
Title
Company Name

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, That on this _____ day of _____, 2016, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, David S. Small, Party of the First Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said DEPARTMENT.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

My commission expires on _____.

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, That on this _____ day of _____, 2016, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Raymond E. Bivens, Party of the First Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said DEPARTMENT.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

My commission expires on _____.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

STATE OF)
) SS.
COUNTY OF)

BE IT REMEMBERED, That on this ____ day of _____, 2016, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, (TENANT), known personally to be such, and acknowledged the foregoing instrument to be his/her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

My commission expires on _____.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

SECTION E
PROPOSAL BID SECTION

CONTRACT No. NAT16004_AGLEASE

To be considered for this Lease, Bidder shall complete the following forms fully and completely and return to the Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901 by **March 29, 2016 at 1:00 P.M., Local Time**, at which time bids will be opened.

THE FOLLOWING ARE REQUIRED IN ORDER FOR YOUR BID TO BE CONSIDERED:

1. Agriculture Land Lease Bid Form
2. Non-Collusion Statement
3. Exception Form
4. Brief description of experience relative to the conditions of this Request for Proposal
5. Assertion of ability to meet the conditions of the lease provided in Exhibit 2
6. Copy of Insurance Certificate showing proof of insurance
7. Bid Security Deposit
8. The Bidder's use of land and any services that are provided by Agricultural Businesses which are certified for Best Management Practices(BMP), Good Food Handling Practices(GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.

PUBLIC PROPOSAL OPENINGS

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

**AGRICULTURAL LAND LEASE NAT16004_AGLEASE
BID FORM – 1**

PROPOSAL DUE: Tuesday, March 29, 2016 at 1:00 P.M., local time

TO: State of Delaware/DNREC
 Division of Parks and Recreation/OBS Contract No. NAT16004_AGLEASE
 89 Kings Highway
 Dover, DE 19901
 Attn: Susan Risbon

AGRICULTURAL LAND LEASE BID FOR:

LEASE WCCSP-01-2016, ACRES – 332.95 (87.73 Crop and 245.22 Hay) Check if Bidding: ☐

LEASE TPSP-01-2016, ACRES – 81.33 (Crop) Check if Bidding: ☐

ONLY ONE LEASE MAY BE CHECKED. If bidding on **BOTH Agricultural Leases, a separate Agricultural Land Lease Bid Form must be submitted for each Lease.**

1. Ability to Perform.

a. How many years of Farming Experience?(Check one box)

0-5	<input type="checkbox"/>
5-10	<input type="checkbox"/>
10-15	<input type="checkbox"/>
15-20	<input type="checkbox"/>
20-25	<input type="checkbox"/>
25+	<input type="checkbox"/>

b. Have you held a previous state agricultural lease? Yes / No
If yes – please specify property and dates held.

c. Have you ever lost / defaulted on a state agricultural lease? Yes / No
If yes, please provide date of default and reason.

2. Additional Services.

Please list any additional services you have previously performed or are willing to provide as part of leased property.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION

3. Best Management Practices.

Please list all of the agricultural BMP's that you plan to use.

4. Cost.

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the map of lands subject to lease (Exhibit 1) and reviewed the agricultural lease (Exhibit 2) and had the opportunity to visit the land subject to the lease, hereby makes the following bid offer to lease the above-referenced agricultural lands for a term beginning April 1, 2016 and terminating on December 31, 2023.

\$ _____ (per year of agricultural lease, per parcel)
\$ _____ (per acre for Ag – Crop, if applicable to parcel)
\$ _____ (per acre for Ag – Hay, if applicable to parcel)

This proposal is submitted with a certified check made out to Division of Parks and Recreation as a Bid Security of twenty-five percent (25%) of the bid annual lease fee.

Bid Security = \$ _____. For a successful bid, the Bid Security shall be applied to the first year annual lease fee upon execution of the agricultural lease. The remaining seventy five percent (75%) shall be due on or before Friday, April 29, 2016 and failure of such payment in full will result in forfeiture of the Bid Security and cancellation of the awarded agricultural lease.

This bid offer is submitted with the knowledge that Delaware Division of Parks and Recreation reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of an agricultural lease, if the best interest of the State will be promoted thereby. Delaware Division of Parks and Recreation shall award an agricultural land lease to the best bid proposal. The successful bidder shall be notified by April 15, 2016.

PRINT NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: (____) _____ DATE SUBMITTED: _____

Bidder is: ☐ an individual; ☐ partnership; ☐ Corporation

If a partnership, bid offer shall be signed by an authorized partner under the name of the partnership. If a corporation, bid offer shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal affixed.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION

NO BID REPLY / FORM -2 (if applicable)

CONTRACT # NAT16004_AGLEASE

**CONTRACT TITLE: AGRICULTURAL LAND LEASES AT
WHITE CLAY CREEK STATE PARK
AND TRAP POND STATE PARK**

To assist us in obtaining good competition on our Request for Proposals, we ask that each Bidder that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's list by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE RFP DESIGNATED CONTACT IDENTIFIED.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION

NON-COLLUSION STATEMENT / FORM – 3

CONTRACT NO: NAT16004_AGLEASE

CONTRACT TITLE: AGRICULTURAL LAND LEASES AT WHITE CLAY CREEK STATE PARK AND TRAP POND STATE PARK

DEADLINE TO RESPOND: Tuesday, March 29, 2016

NON-COLLUSION STATEMENT

This is to certify that the undersigned Bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Bidder who also submitted a proposal as a primary Bidder in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control.

It is agreed by the undersigned Bidder that the signed delivery of this bid represents, subject to any express exceptions set forth at **Exhibit 3**, the Bidder's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Parks and Recreation.

COMPANY NAME _____	(Check one)	<input type="checkbox"/> Corporation
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

EXCEPTIONS FORM / FORM – 4

Contract Title: **Agricultural Land Leases at White Clay Creek State Park and Trap Pond State Park**

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If Bidder is submitting the proposal without exceptions, please state so below.

[illegible]

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